

REMARKS

Claims 1-10 examined and rejected. Claims 11-35 have been previously cancelled. Applicant amends claim 3. Applicant cancels claim 7. Applicant respectfully request reconsideration of claims 1-6 and 8-10 as amended.

I. Claims Rejected Under 35 U.S.C. § 101

The Patent office rejects claims 5 and 6 as non functional descriptive material. Applicants amend claim 3 to include “maintaining in a database a record of funded loans... Hence, Applicants assert that the “record” is functionally descriptive material as it is maintained in a database. Hence, Applicants respectfully requests the Patent Office withdraw the rejection above of claims 5 and 6, which depend from claim 3, and further define the functionally descriptive “record” of claim 3.

II. Claims rejected under 35 U.S.C. §102

The Patent Office rejects claims 1-10 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,223,566 to Levine et al. (Levine). It is axiomatic that to be anticipated every limitation of the claim must be disclosed in a single reference.

Applicants disagree with the rejection above of claim 1 for at least that the cited reference does not disclose receiving by a processor, a commitment contract, specifying a number of loan products to be fulfilled, to satisfy said commitment contract. According to claim 1, for example, without limitation thereto, a commitment contract may describe a rate commitment for a specific volume of a specific loan product from a conduit bank (such as in a conventional forward sale funding process), such as noted at line 5-15 of page 8 of Applicant’s specification. Also, for example, without limitation thereto, the product “to be fulfilled” may describe loan products that are “preapproved” from a secondary market, conditional on condition to be met or fulfilled, such as described at line 15-23, page 3 of Applicant’s specification.

Levine describes an exchange system that publishes loans that have already been fulfilled and funded, for sale to buyers in a trading bid (see col. 21, lines 23-40; col. 21, lines 57- col. 22, lines 37; and figure 23). For example, figure 23 refers to a pool of loans offered by a mortgage company having “weighted averages”, “accept”, “decline”, and “suspend” values for an entire pool of already funded loans (see fig. 23 and col. 23, lines 53-col. 24, line 7). For example, a

commitment contract of loan product to be fulfilled may be related to a forward sale conventional funding process, while on the other hand, Levine teaches only to a “slow” or “bulk” conventional funding process (see col. 3, line 34-36 and col. 8, lines 45-46).

Consequently, the Patent Office has not identified and Applicant’s are unable to find any disclosure in Levine of a commitment contract, as required by claim 1. Similarly, the Patent office has not identified and Applicants are unable to find any disclosure, teaching, or suggestion of a contract specifying a number of loan products to be fulfilled to satisfy the said commitment contracts, as required by claim 1. Hence, for at least these 2 reasons, Applicants respectfully request the Patent Office withdraw the rejection above of claim 1.

In addition, Applicant respectfully disagree with the rejection above of claim 8 for at least the reason that the cited reference did not disclose providing a registered financial institution with a pre-determined time in which to reject a sale price of said one loan; or automatically settling a said loan at said sale price when said registered financial institution accepts, and alternatively failed to reject, said sale price of said one loan before said predetermined time expires, as required by claim 8.

Levine describes seller’s publishing loan for loan pool or purchased by buyers as noted above (see col. 21, line 23-col. 22, line 33).

However, the Patent Office and Applicants are unable to find any disclosure teaching, or suggesting in Levine providing a financial institution with a predetermined time in which to reject a sale price; or automatically settling said loan if the institution accepts, and alternatively fails to reject, said sale price before said predetermined time expires, in accordance with claim 8. Hence, for at least these two reasons, Applicants respectfully requests the Patent office withdraw the rejection above of claim 8.

CONCLUSION

In view of the foregoing, it is believed that all claims now pending patentably define the subject invention over the prior art of record and are in condition for allowance, and such action is earnestly solicited at the earliest possible date. If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2666 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly, extension of time fees. If a telephone interview would expedite the prosecution of this Application, the Examiner is invited to contact the undersigned at (310) 207-3800.

Respectfully submitted,

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By: _____

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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Mail Stop Amendment Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Amber D. Saunders 11/21/06
Amber D. Saunders Date

IN THE DRAWINGS

The Patent office requests new corrected drawings in compliance with 37 C.F.R. 1.121(d) because figures 1-6 and 10-17 are drawn free hand and thus informal. Applicant submits attached replacement sheet for figures 1-6 and 10-17. Hence, Applicant requests withdrawal to the rejection of the drawings.